



NOTICE OF SOLICITATION

SERIAL 07007-C

INVITATION FOR BID FOR: LABORATORY EQUIPMENT; MASS SPECTROMETER & ACCESSORIES (NIGP 49055)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **MARCH 27, 2007** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 07007-C INVITATION FOR BID FOR LABORATORY EQUIPMENT; MASS SPECTROMETER & ACCESSORIES (NIGP 49055).**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

Andrea Stupka
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3504

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

SECTION:

1.0 INTENT

2.0 SPECIFICATIONS

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT/SIGNATURE PAGE

ATTACHMENT C – REFERENCES

EXHIBITS:

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 07007 -C"

Responses must be received **BY 2:00 P.M., MARCH 27, 2007**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 07007-C

**TITLE: LABORATORY EQUIPMENT; MASS SPECTROMETER &
ACCESSORIES (NIGP 49055)**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: LABORATORY EQUIPMENT; MASS SPECTROMETER & ACCESSORIES (NIGP 49055)

1.0 INTENT:

The intent for this purchase is to supplant an existing gas chromatograph mass spectrometer, GC/MS system, and to “use it exclusively to detect drugs and poisons in biological samples (blood, urine, vitreous, other tissues) for specimens collected by the medical examiners at autopsy to help determine the cause and manner of death”.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 One complete EI (Electron Ionization) GC/MS/DS (Data System) system equipped with performance turbo-molecular pump (70 L/sec) with 2.5 m³/h mechanical pump.

2.1.1.1 GC on the system to be the same as existing seven split-splitless Agilent 6890's with ambient temperature of 4-450 degrees C and 6 oven ramps and auto pressure regulation for split/splitless or equal.

2.1.1.2 GC/MS to operate in at least EI mode with a scanning range up to 1050 u with a scan rate of up to 10,000 amu/s and a monolithic hyperbolic quadrupole and ion gauge controller. Source is non-coated.

2.1.1.3 The data system shall allow method transfer between new and existing four 5973 Series Agilent MSD's and acquire up to four signals (up to two MS) detector data acquisitions.

2.1.1.3.1 Shall allow automated SIM setup and synchronous SIM/scan operation and one-click autotune for BFB and DFTPP and include NIST 05 MS Library Bundle.

2.1.1.4 Shall utilize similar software to existing seven data systems which utilize Agilent G1701AA/BA/CA/DA software.

2.1.1.5 Shall be capable of being controlled by existing HP Chemstations running Windows NT and must include a HP 4100 laser-jet printer configured for the GS/MS.

2.1.1.6 Unit should come equipped with a 100 sample autosampler that works with a bar code reader and can do on-column injections into a 0.25 mm ID column without the use of a pre-column.

2.1.1.7 Data system should accept comma separated variable files and allow the user to create comma separated variable file with specific fields and shall have macros to customize per the lab needs.

2.1.1.8 All components shall be manufactured and supported by the same manufacturer and include a one day on-site training for the staff.

2.1.1.9 Complete shipping to OME and installation/familiarization on site.

2.2 DELIVERY:

Delivery shall be F.O.B. **DESTINATION** within ninety (90) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.3.1 Contract Serial number.

2.3.2 Contractor's name and address.

2.3.3 Using Agency name and address.

2.3.4 Using Agency purchase order number.

2.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.4 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.5 INSTALLATION:

The Contractor's price **shall include delivery and set-up** to be in complete operating condition.

2.6 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.7 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.8 TRAINING:

The Contractor shall provide a minimum of one (1) day to completely train County personnel in the use and care of the equipment. See item 2.1.1.8.

2.9 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.10 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.11 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.12 INVOICES AND PAYMENTS:

2.12.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.12.1.1 Company name, address and contact
- 2.12.1.2 County bill-to name and contact information
- 2.12.1.3 Contract Serial Number
- 2.12.1.4 County purchase order number
- 2.12.1.5 Invoice number and date
- 2.12.1.6 Payment terms
- 2.12.1.7 Date of service or delivery
- 2.12.1.8 Description of Purchase (product or services)
- 2.12.1.9 Pricing per unit of purchase
- 2.12.1.10 Freight (if applicable)
- 2.12.1.11 Extended price
- 2.12.1.12 Arrival and completion time (if applicable)
- 2.12.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.12.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.4 ORDERING AUTHORITY.

3.4.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.4.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 EVALUATION CRITERIA.

3.6.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.6.1.1 Compliance with specifications.

3.6.1.2 Price.

3.6.1.3 Determination of responsibility.

3.6.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.7 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) pricing (Attachment A shall be in Excel format, NO pdf files). Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.8.1 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.8.2 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

3.9 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.9.1 Mandatory: One (1) original hardcopy of pricing;

3.9.2 Mandatory: Attachment "A", Pricing (Excel format only);

3.9.3 Mandatory: Attachment "B", Agreement; and

3.9.4 Mandatory: Attachment "C", References.

3.9.5 Mandatory: Technical and Descriptive Sales Literature.

3.10 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BID.

**ATTACHMENT A
PRICING**

SERIAL 07007-C

PRICING SHEET: C651515/B0700231

NIGP CODE 49055

BIDDER NAME: _____

VENDOR # : _____

BIDDER ADDRESS: _____

P.O. ADDRESS: _____

BIDDER PHONE #: _____

BIDDER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 _____

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT

____ MARICOPA COUNTY WEB SITE

____ POSTAL MAIL PRE-SOLICITATION NOTICE

____ E-MAIL PRE-SOLICITATION NOTICE

____ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003.
BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY
RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT
CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

**ATTACHMENT A
PRICING**

1.0 PRICING:

Quantity

Unit Price

1.1 One complete EI GC/MS/DS system equipped with performance turbo-molecular pump (70 L/sec) with 2.5 m3/h mechanical pump. As specified in 2.1.1. (Installation and training included in price.)

1

\$ _____

1.2 List any additional items with costs associated with the purchase of the GS/MS/DS system.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority Business Enterprise (MBE)
☐ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

**EXHIBIT 1
VENDOR REGISTRATION PROCEDURES**

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.